

**COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT  
BETWEEN **NAME OF ORGANIZATION**  
AND  
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY**

**Article 1. Introduction**

- 1.1 This Case Cooperative Research and Development Agreement (“**Agreement**”) is entered into by and between [*Name of Organization*] (“**Collaborator**”) and the National Institute of Standards and Technology (“**NIST**”) (collectively known as the “Parties”), and will be effective when signed by all Parties.

**Article 2. Purpose and Authority**

- 2.1 The purpose of the NCCoE Consortium (“**Consortium**”) is to [*objectives*]. NIST does not evaluate commercial products under this Agreement and will not endorse any product or service used pursuant to this Agreement. Collaborator understands and agrees that NIST intends to enter into identical agreements with other participants (“**Consortium Members**”) in order to achieve the Consortium’s purpose.
- 2.2 The Parties enter into this Agreement pursuant to the authorities granted to NIST under Title 15, United States Code, §3710a.

**Article 3. Research Plan**

- 3.1 The research and development project which will be undertaken by each of the members of this Consortium is detailed in the technical Statement of Work (“**SoW**”) which is attached as part of Appendix A, incorporated herein by reference. The Consortium will be managed by the NIST Principal Investigator indicated in Appendix A (“**Consortium Manager**”). The research under this Agreement shall be performed on a reasonable efforts basis.
- 3.2 Each Party's contribution to this Agreement, including personnel (“**Project Team**”) is listed in Appendix A. NIST cannot contribute funds under this Agreement.

**Article 4. Proprietary Information and Publication**

- 4.1 “**Proprietary Information**” means scientific, business, or financial information, including data created under this Agreement solely by Collaborator at Collaborator’s research facilities, which may embody trade secrets provided by Collaborator to NIST in performance of the attached SoW, and developed exclusively at private expense, except if such information:
- 4.1.1 was in NIST's possession before receipt from Collaborator; or
  - 4.1.2 is or becomes a matter of public knowledge through no fault of NIST; or
  - 4.1.3 is received by NIST from a third party without a duty of confidentiality; or

*This example is being provided for review purposes only. The terms of a CRADA for a specific Consortium may contain additional terms as required by NIST’s Office of Chief Counsel. For additional information, please contact NIST’s Technology Partnerships Office at (301) 975-2209.*

- 4.1.4 is disclosed by Collaborator to a third party without a duty of confidentiality on the third party; or
  - 4.1.5 is independently disclosed by NIST with Collaborator's prior written approval; or
  - 4.1.6 is independently developed by NIST without reference to information disclosed hereunder.
- 4.2 The Parties agree that no Proprietary Information will be shared by either Party under this Agreement.
- 4.3 The Parties are encouraged to make publicly available the results of their research. Before either Party submits a paper or abstract for publication the other Party shall be provided thirty (30) days to review the proposed publication or disclosure to ensure it contains no proprietary information. NIST reports and publications developed under this Agreement shall carry the following disclaimer: "This work was performed under a Cooperative Research and Development Agreement (CRADA) between NIST and Consortium Members of the Consortium. This document may not be used as advertising for any product or service in a way that implies that the CRADA or the research results are endorsed by NIST or by the other Consortium Members."

## Article 5. Intellectual Property

- 5.1 The Parties do not intend to create any intellectual property under this Agreement. All intellectual property created in the performance of the attached SoW by either Party shall be dedicated to the public domain. Collaborator affirmatively declines licensing or other rights in CRADA Inventions developed by NIST under this Agreement. Notwithstanding the proceeding, NIST, on behalf of the U.S. Government, is required by statute to retain a nonexclusive, nontransferable, irrevocable, paid-up license from Collaborator to practice or have practiced Collaborator's sole CRADA Inventions or Collaborator's interest in joint CRADA Inventions throughout the world by or on behalf of the U.S. Government.
- 5.2 Except for the right granted solely to NIST under this Agreement to use any of Collaborator's materials, equipment and software, no other rights or licenses are granted herein by Collaborator to NIST or to any third party. Any materials, equipment and software of Collaborator provided to NIST is and shall remain at all times the property of Collaborator and is being provided with limited Government purpose rights to be used strictly as contemplated by the attached SoW. Any equipment loaned by Collaborator to NIST will be returned to Collaborator at Collaborator's expense and risk as soon as practical upon expiration or termination of the Agreement, upon amendment of Section 10 of Appendix A, or upon receipt of subsequent updates of Collaborator's product as described under Section 10 of Appendix A. .

## Article 6. Oversight Board and Amendments

- 6.1 **Role of the Oversight Board.** The Oversight Board for the Consortium provides the Consortium Manager with input on the technical needs and research priorities of the Consortium Members.
- 6.2 **Oversight Board Membership.** The Oversight Board shall consist of NIST's Consortium Manager and one (1) designated representative from each Consortium Member.
- 6.3 **Meetings of the Oversight Board.** Meetings of the Oversight Board shall be held at the call of the Consortium Manager with two (2) weeks prior written notice to each Consortium Member. Quorum shall be achieved if fifty percent (50%) of the members of the Oversight Board is present. In any meeting where a quorum is present, a majority vote shall be the action of the entire Oversight Board. Each Oversight Board member has one (1) vote. A Consortium Member may send more than one (1) representative to meetings of the Oversight Board, but each Consortium Member will still have only one (1) vote.

- 6.4 **Amendments.** The Consortium Manager may submit to the Oversight Board proposed modifications to this Agreement. The Oversight Board shall vote on these proposed modifications and a majority vote of members shall represent the Oversight Board's recommendation to the Consortium Manager. If these proposed modifications are acceptable to NIST and consistent with prevailing Federal law, the modifications will become effective upon full execution of a written amendment by the Parties to this Agreement. The Collaborator may terminate this Agreement as provided for in Article 7.1 if an amendment is not acceptable to the Collaborator.

#### Article 7. Termination

- 7.1 **Notices.** Collaborator and NIST each have the right to terminate this Agreement upon thirty (30) days written notice to the other Party.

#### Article 8. Miscellaneous

- 8.1 Collaborator and NIST agree not to sell, distribute, sublicense, modify, translate, disassemble, reverse engineer, or otherwise alter the equipment being provided by other Consortium Members. The U.S. Government shall not be responsible for damage to any property of Collaborator provided to NIST or acquired by NIST pursuant to this Agreement.
- 8.2 **NO WARRANTY. ALL PRODUCTS PROVIDED BY EACH PARTY UNDER THE ATTACHED SOW ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITIONS OF ANY RESEARCH OR PRODUCT, WHETHER TANGIBLE OR INTANGIBLE, MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 8.3 **Advertising and Use of Name.**
- 8.3.1 Collaborator shall not use the names of NIST or the Department of Commerce on any advertisement, product or service, which is directly or indirectly related to this Agreement without prior written approval by NIST. Nothing in this section prohibits Collaborator from referencing or referring to any publically available NIST reports and materials provided Collaborator does not imply an endorsement of any product or service.
- 8.3.2 Collaborator may use the following text on its websites, publications and promotional material without further approval by NIST.
- “[Collaborator] is working with NIST in the Consortium to *[objectives]*. NIST does not evaluate commercial products under this Consortium and does not endorse any product or service used. Additional information on this Consortium can be found at *[Consortium website]*.”
- 8.4 COLLABORATOR AGREES TO COMPLY WITH UNITED STATES EXPORT LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (22 C.F.R. PART 121 et seq.) AND THE DEPARTMENT OF COMMERCE EXPORT ADMINISTRATION REGULATIONS (15 C.F.R. PART 730 et seq.). COLLABORATOR AGREES THAT DURING THE PERFORMANCE OF WORK UNDER THIS AGREEMENT, NO TECHNICAL DATA CREATED UNDER THIS AGREEMENT WHICH IS CONTROLLED BY U.S. EXPORT LAWS AND REGULATIONS SHALL BE DISCLOSED TO ANY FOREIGN NATIONAL, FIRM, OR COUNTRY, INCLUDING FOREIGN NATIONALS EMPLOYED BY COLLABORATOR, WITHOUT

COLLABORATOR FIRST OBTAINING THE APPROPRIATE LICENSES OR APPROVALS, IF NECESSARY.

8.5 IN NO EVENT WILL THE PARTIES BE LIABLE FOR ANY LOST REVENUES, LOST PROFITS, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. Collaborator has entered into this Agreement with the understanding that each Consortium Member will agree to the preceding sentence in this Article.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as follows:

**Signatory for *[Name of Organization]*:**

\_\_\_\_[CRADA EXAMPLE]\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_[CRADA EXAMPLE]\_\_\_\_\_  
(Name)

\_\_\_\_[CRADA EXAMPLE]\_\_\_\_\_  
(Title)

**Signatory Contact, Company Name and Address:**

**Signatories for NIST:**

\_\_\_\_[CRADA EXAMPLE]\_\_\_\_\_  
Chief Counsel for NIST

\_\_\_\_\_  
Date

\_\_\_\_[CRADA EXAMPLE]\_\_\_\_\_  
OU Director

\_\_\_\_\_  
Date

\_\_\_\_[CRADA EXAMPLE]\_\_\_\_\_  
TPO Director

\_\_\_\_\_  
Date

**NIST Contact Information:**

NIST Technology Partnerships Office  
CRADA Administrator  
100 Bureau Drive  
Gaithersburg, MD 20899-2200  
[ipp@nist.gov](mailto:ipp@nist.gov)

**Appendix A  
Statement of Work**

**NIST requires the information listed below. NIST considers items 8, 10, and 12 proprietary business information.**

1. **Collaboration Project Title.** *[To be completed by NIST]*

**COLLABORATOR MUST CHECK THE APPROPRIATE BOX(ES) BELOW**

2. **Collaborator Eligibility.** In order to assure compliance with section 2 of the Federal Technology Transfer Act of 1986 (15 U.S.C. 3710a), Collaborator must provide the following information to NIST. Please check any and all of the boxes that apply.

☐ Collaborator certifies that it is not subject to the control of any foreign company or government, and agrees to notify NIST within thirty days should it become subject to the control of a foreign company or government at any time during this Agreement, or any other change relevant to the responses in Appendix A;

☐ Collaborator acknowledges that it is subject to the control of the following foreign company or government (if a company, please specify nationality): \_\_\_\_\_ (Company Name, Country/Government);

☐ Collaborator certifies that it is incorporated under the laws of one of the states or territories of the United States; and

☐ Collaborator certifies that it has a manufacturing presence in United States.

3. **Protection of Human Subjects.** To assure compliance with 15 CFR Part 27 (Common Rule for Protection of Human Subjects) and other relevant statutes, regulations and Presidential statements of Policy, Collaborator certifies that:

☐ The research to be conducted under this agreement does not involve human subjects within the meaning of 15 CFR Part 27.

☐ The research to be conducted under this agreement involves human subjects within the meaning of 15 CFR Part 27, and Collaborator agrees to take all steps required by NIST to assure compliance with 15 CFR Part 27. Collaborator certifies that research involving human subjects shall not begin until an appropriate exemption or IRB review is completed and approved by NIST.

4. **Protection of Animal Subjects.** To assure compliance with the Animal Welfare Act as amended and implementing regulations (7 USC §2131 et seq., 9 CFR Parts 1, 2, and 3), and other Federal statutes and regulations relating to animals, Collaborator certifies that:

☐ The research to be conducted under this agreement does not involve animal subjects within the meaning of 7 USC §2131 et seq. and 9 CFR Parts 1, 2, and 3.

☐ The research to be conducted under this agreement involves animal subjects within the meaning of 7 USC §2131 et seq. and 9 CFR Parts 1, 2, and 3, and Collaborator agrees to take all steps required by NIST to assure compliance with 9 CFR Parts 1, 2, and 3. Collaborator certifies that research involving animal

subjects shall not begin until documentation of the appropriate reviews and certifications have been provided to and approved by NIST.

5. **Participation in other Federally Funded Projects:** NIST may enter into CRADAs with recipients of awards from other Federal agencies, or other awards from NIST. Collaborator certifies that:
- ☐ Collaborator's participation in this Agreement is not supported by other Federal or NIST Funds.
- ☐ Collaborator is a recipient of other Federal or NIST Funding that is related to the work done under this Agreement, and which is identified in an enclosed attachment.
6. **Restricted Information:** Collaborator certifies that:
- ☐ The Statement of Work (SOW) does not pertain to federally classified or otherwise restricted subject matter.
- ☐ The Statement of Work (SOW) does pertain to federally classified or otherwise restricted subject matter.
7. **NIST's Principal Investigator:** The NIST P.I. may change at NIST management's sole discretion.
- [To be completed by NIST]*
8. **Collaborator's Principal Investigator(s):** *[Please provide name, mailing address, email, and phone.]*
9. **Duration of the Agreement:** *[To be completed by NIST]*
10. **Collaborator Project Team (name, email or phone of any Team member who will or may work on this project), Services, Facilities, Intellectual Property, Equipment, and/or Funds Contributions are Listed as Follows.** This section may be amended as necessary.
- [Please provide information about the product Collaborator will be providing, and please specify if any updates or revisions will be included during the term of this CRADA].*
11. **NIST Personnel, Services, Facilities, Intellectual Property, and/or Equipment Contributions are Listed as Follows:** NIST management reserves the right to replace these staff members at its sole discretion.
- [To be completed by NIST]*
12. **The Statement of Work (SoW):** *[To be completed by NIST]*